Bengaluru Solid Waste Management Limited

Operation & Maintenance of Dry Waste Collection Center (DWCC) at 75 -Shankar Matt

(Open tenders for Waste pickers/Waste pickers Association/Waste pickers Organizations/Self Help Groups/Non-Government Organizations/C&T Contractors)

RFP Document - Call 4

Office of Deputy General Manager-1
BENGALURU SOLID WASTE MANAGEMENT LIMITED
1st Floor, Thimmaiah Road, Vasanth Nagar,
Bengaluru-560052

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-1, 1st Floor, Thimmaiah Road, Vasanth Nagar, Bengaluru-560052

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No. DGM-1/BSWML/Tend/ 12 /2026-27 Date: 07.07.2026

INVITATION FOR TENDER (IFT)-Call 4
(Through GOK KPP portal only)

The Deputy General Manager-1, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru invites tenders from Waste pickers/ Self Help Groups/Non-Government Organisations/C&T Contractors for the operation and maintenance of Dry Waste Collection Centres for a period of 5 years. The interested tenderers may submit tenders through KPP portal of the Government of Karnataka viz. https://kppp.karnataka.gov.in. The tenderers are advised to note the minimum qualification criteria specified in the bid document. For other details refer bid document.

Calendar of Events:

1. Last date to upload pre-bid queries: 17.07.2026 up to 17.30 Hrs. in KPP Portal.
2. Pre bid meeting: 18.07.2026 at 12.00 Hrs at the office of CE & CGM (Tech), BSWML Thimmaiah Road, Vasanthanagar, Bangalore.
3. Last date for submission of the bids: 23.07.2026 up to 16.00 Hrs.
4. Date of opening of bid: 24.07.2026 after 16.30 Hrs.

Deputy General Manager-1
BSWML

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, GBA for kind information.
3. Chief Executive Officer, BSWML for kind information.
4. Chief Engineer & Chief General Manager (Tech)-2 BSWML for kind information
5. Chief Operational Officer, BSWML for kind information.
6. Chief Financial Officer, BSWML for kind information.
7. Office Copy

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DISCLAIMER

The information contained in this RFP document or subsequently provided to Bidder whether verbally or in documentary or any other form by or on behalf of Bengaluru Solid Waste Management Limited ("**BSWML**") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This document is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in making their offers pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in the Documenting documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in this Document Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this document does not imply that the Authority is bound to select Bidder or to appoint the Selected Bidder as the case may be, for the Assignment and the Authority reserves the right to reject all or any of the Bidder or Documents without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Document including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Document. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Document, regardless of the conduct or outcome of the Documenting Process.

1. INTRODUCTION

1. Background

1.1.1. BSWML is responsible for collection, transportation and disposal of Municipal Solid Waste generated in the city. The Ministry of Environment, Forest and Climate Change, Government of India (GoI), has formulated the Solid Waste Management Rules 2016, which makes it mandatory to implement a scientific solid waste management system.

1.1.2. To implement the said rules BSWML has mandated source segregation into three way waste stream category i.e., Wet, Dry and Household biomedical and sanitary waste.

1.1.3. As per the SWM Rules 2016 and as per BBMP SWM byelaws 2020 for the management of dry waste, BBMP (Now GBA) has adopted a decentralized approach through the setting up of Dry Waste Collection Centers (DWCCs) at a ward level.

1.1.4. In this regard, BSWML invites proposals from interested Waste pickers/Waste pickers Association/Self Help Groups/Non-Government Organizations/C&T Contractors only for the operation and maintenance of Dry Waste Collection Centres for a period of 5 years. The selected bidder will be required to operate & maintain the Dry Waste Collection Centers to the optimum capacity and sort the remaining dry waste for proper disposal by BSWML.

1.1.5. In this regard BSWML intends to select Bidder for the DWCCs listed in **Schedule A,** each of which would be awarded separately.

1.1.6. The duration of the project will be maximum **Five years** (the "**duration**") or as decided by the BSWML

1.1.7. The Authority intends to qualify and select suitable **Highest Bidder (H 1)** for the service in accordance with the procedure set out herein.

1.1.8. The selected Bidder, shall be responsible for Operation & maintenance of DWCCs in accordance with the provisions of an agreement (the "**Agreement**") to be entered into between the Bidder and the Authority in the form set out in **Schedule IV.**

1.1.9. The assessment of actual investment for implementing the Assignment will have to be made by the Bidder.

1.1.10. The Agreement sets forth the detailed terms and conditions for grant of the rights to the bidder, including the scope of services and obligations (the "**Rights**") enclosed as **Section 4** of this document.

1.1.11. The statements and explanations contained in this document are intended to provide a proper understanding to the Bidder about the subject matter of this document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Rights to be awarded pursuant to this document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the documenting including this DOCUMENT are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

1.1.12. Bidder under this DOCUMENT would be required to submit Qualification documents for the DWCCs in accordance with terms of this document. The Documents would be evaluated on the basis of the evaluation criteria set out in **Section 2** of this DOCUMENT in order to identify the Selected Bidder for the DWCCs.

1.1.13. The Bidder shall submit all relevant documents and bid through KPP Portal only on or before the date specified for submission of Bid.

1.1.14. The DWCCs shall be handed over to the Highest Bidder as is where is basis, and it shall be the responsibility of the bidder to inspect and satisfy himself before participating in the bid.

2. Brief description

2.1.1. The Authority invites bids for award of the Operation and Maintenance of DWCCs from eligible parties (**"Bidder"**), through the platform of the Government of Karnataka https://kppp.karnataka.gov.in. (hereinafter referred to as "**KPP Portal**") in accordance with the terms of this document.

2.1.2. The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Document through KPP Portal or for rejection of Documents by KPP Portal for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

2.1.3. The Bidder are requested to submit their bid in accordance with the RFP Document. The Document may be downloaded from the website https://kppp.karnataka.gov.in. The Bid shall be valid for a period of not less than 180 (one hundred and Eighty) days from the last date of submission of Bid.

2.1.4. In terms of the RFP, the Bidder will be required to deposit, along with its Document, the Earnest Money Deposit (EMD) as specified **Schedule A,** in which he wishes to participate.

The Bidder shall deposit the EMD amount through KPP Portal, through any one of the following e-Payment options only.

Online payments:
Credit Card
Direct Debit
Internet Banking
NEFT/RTGS

Please note that payment submitted through Cheque or demand draft shall not be accepted. For further details regarding e-payment, please refer to KPP Portal.

2.1.5. The bidder shall submit the quote in KPP Portal only. The minimum bid amount which may be quoted are indicated in **Schedule A.** Any quote below the minimum bid amount is liable for rejection.

2.1.6. Any qualified bidder will be awarded maximum of 3 DWCCs which includes the H1 bidders for whom Letter of Acceptance has already been given in DWCC tenders Vide Notification No. DGM-1/BSWML/Tend/13/2025-26, Dated: 08.12.2025, Notification No. DGM-1/BSWML/Tend/18/2025-26, Dated: 05.03.2026 and Notification No. DGM-1/BSWML/Tend/01/2026-27, Dated: 16.04.2026. If the same bidder emerges as H1 in 3 tenders, his bids in the Subsequent Tenders will be rejected during the opening stage itself.

2.1.7. For this purpose, the tenders for DWCCs will be opened in sequential order as specified in **Schedule A** and if a bidder is awarded 3 DWCCs, his bids in the Subsequent Tenders will be rejected during the opening of bids and the bids of remaining bidders will be opened and awarded to the Highest Bidder.

2.1.8. The bidder who quotes the highest bid is required to pay their bid amount to the account of Managing Director, Bengaluru Solid Waste Management Limited which will be deposited as refundable security deposit in the name of Managing Director, BSWML for a period of 5 years, and will be relinquished after the successful completion of contract period.

2.1.9. The EMD amount will be refunded to the H1 bidder after receipt of the refundable Security Deposit.

2.1.10. Joint Venture is not permissible.

2.1.11. Bidders are invited to examine the bid document in detail, and to carry out, at their cost and studies as may be required before submitting their bid.

2.1.12. The Bidder shall be entitled to use the benefits arising from implementation of the Assignment in accordance with the terms and conditions provided in the Agreement.

2.1.13. Any queries or request for additional information concerning this DOCUMENT shall be written and uploaded on the KPP portal (https://kppp.karnataka.gov.in.**)**, before the Pre-bid meeting. The BSWML will respond to the clarification of the documents which it receives.

Schedule of Bid Submission

The schedule of Bid submission Process and date & venue of pre-bid meeting will be in accordance with the notification issued by the Authority.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

4. General Terms of Documenting

4.1.1. The Authority wishes to receive Bids for the Assignment in order to identify experienced and capable Bidder for the O&M of DWCCs.

5. Eligibility of Bidder's

5.1.1. For determining the eligibility of bidders for their qualification hereunder, the following shall apply:

The eligibility criteria for a bidder is as listed below:

- Waste pickers/Waste Pickers Association/Self Help Groups/Non-Government Organizations/C&T Contractors are eligible to apply and submit valid proof for the same.

- The Self Help Groups/Non-Government Organizations shall be registered as a Self Help Group or a Non-Government Organization with a base in Bengaluru. Such valid registration documents along with the experience certificate for carrying out the DWCC operation for a minimum period of 1 year shall be submitted through KPP Portal only along with the bid.

- The Waste pickers/Waste Pickers Association shall submit the valid Waste pickers Identity Card issued by ULBs to the Waste pickers along with the experience certificate for carrying out the DWCC operation for a minimum period of 1 year.

- The C&T contractor participating in the bid shall submit the work done certificate issued by BBMP/GBA for carrying out C&T work \for a minimum period of 1 year during the last five financial years.

5.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

5.1.3. Any condition or qualification or any other stipulation contained in the Bid submission shall render to the rejection as a non-responsive Document.

5.1.4. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid submission, would not be eligible to submit the bids.

5.1.5. A Bidder should, in the last 5 (Five) years, have neither failed to perform on any contract, as evidenced by expulsion from any

project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.

6. Site visit and verification of information

6.1.1. Bidder are encouraged to submit their respective Bids after visiting the Assignment site and ascertaining for themselves the site conditions, location, surroundings and infrastructure availability of power, water and other utilities for handling and storage of materials and any other matter considered relevant by them before participating in the bid.

6.1.2. It shall be deemed that by submitting the Document, the Bidder has:

(a) made a complete and careful examination of the document/site

(b) received all relevant information requested from the Authority;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP Document or furnished by or on behalf of the Authority

(d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the Assignment in accordance with the RFP Document and performance of all of its obligations there under;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Document or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;

(f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

6.1.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Process, including any error or mistake therein or in any information or data given by the Authority.

7. Right to accept or reject any or all Bids

Notwithstanding anything contained in this document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

7.1.1. The Authority reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

7.1.2. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

3. EVALUATION OF DOCUMENTS

9. Opening and Evaluation of Bids

9.1.1. The Authority shall open the Bids at the date and time mentioned in schedule, at the place specified below and in the presence of the Bidder who choose to attend.

9.1.2. The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section.

9.1.3. To facilitate evaluation of Documents, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Document. The Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Documents.

9.1.4. Any information contained in the Document shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if awarded.

10. Evaluation

10.1.1. In this stage, the Technically Qualified Bidder will be opened in the sequential order of DWCCs as per **Schedule A.**

10.1.2. The evaluation of the bid submissions would be carried out in the following two stages;

Stage I: First stage would involve checking the submitted by bidder for participating as Waste pickers/Waste pickers Association/Self Help Groups/Non-Government Organizations/C&T Contractors. Those bids found to be substantially responsive would be evaluated in the second stage.

Stage II: In the second stage, the financial bid would be evaluated and the highest bidder shall be awarded.

10.1.3. Any qualified bidder will be awarded maximum of 3 DWCCs which includes the H1 bidders for whom Letter of Acceptance has already been given in DWCC tenders Vide Notification No. DGM-1/BSWML/Tend/13/2025-26, Dated: 08.12.2025, Notification No.

DGM-1/BSWML/Tend/18/2025-26, Dated: 05.03.2026 and Notification No. DGM-1/BSWML/Tend/01/2026-27, Dated: 16.04.2026. If the same bidder emerges as H1 in 3 tenders, his bids in the Subsequent Tenders will be rejected during the opening stage itself.

10.1.4. For this purpose, the tenders for DWCCs will be opened in sequential order as specified in **Schedule A** and if a bidder is awarded 3 DWCCs, his bids in the Subsequent Tenders will be rejected during the opening of bids and the bids of remaining bidders will be opened and awarded to the Highest Bidder.

10.1.5. After selection, a Letter of Acceptance (the **"LOA"**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

10.1.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period of 15 days. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

11. Contacts during Bids Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidder. While the Documents are under consideration, Bidder's and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. Scope of Work

1. OBLIGATIONS AND DUTIES OF DWCC Operator:-

i. Shall carry out all such activities as part of the operations and maintenance of the DWCC as specified in Schedule I
ii. Shall carry out the sorting, grading, storing and disposal of recyclable and non-recyclable dry waste in the manner as specified in Schedule II & Schedule III
iii. Shall ensure that the existing capacity of the allocated DWCC is maximized by operating it in two shifts and/or managing excess capacity within the DWCCs in the division
iv. Shall be responsible for engaging workers at the DWCC. The workers hired as helpers, sorters or storage work shall necessarily be waste pickers with BSWML occupational ID.
v. Shall display the rate card on a daily basis to buy the recyclable materials from citizens, waste pickers, domestic workers and others who bring the recyclables to DWCC
vi. Shall ensure that the DWCC is used for set purposes only. If the **DWCC Operator** is involved in revoking of laws, the Memorandum of Agreement will be dissolved and the involved party shall be blacklisted
vii. Shall attend all training and workshops organized by the GBA/BSWML

viii. Shall allow for storage of sanitary waste in the appropriate sanitary bins kept which is dropped off at the DWCC till it is collected by the authorized disposer the same day. The storage containers will be provided by the BSWML.

ix. Shall adhere to the safety measures prescribed in the Schedule I for operations and maintenance and shall be solely responsible for the safety and health of the workers and any claim arising out of the breach.

x. The DWCC Operator shall ensure that all the workers will get the wages not less than the Minimum wages prescribed by the Karnataka labor department.

2. OBLIGATIONS & RESPONSIBILITIES OF BSWML

i. Shall ensure that dry waste collected and transported is not mixed with general MSW at any stage of collection, transportation or disposal

ii. Shall ensure that the dry waste collected is not burnt, dumped on the roads / areas outside the Ward or transported to other locations except designated Locations

iii. Shall be primarily responsible for the operations of door to door collection and transportation of dry waste to DWCC of the ward

iv. To conduct regular audits of DWCCs to assess compliance

v. The BSWML reserves the right to inspect and supervise the functioning of the DWCC and ensure that the operations are consistent with and in accordance with the terms of this Agreement.

vi. The BSWML reserves the right to cancel the contract at any period of time during the 5 years tenure due to any reason.

3. PENALTIES

The following shall be the instances where penalties will be levied on the DWCC

i. For improper sorting, grading or storing of dry waste continuously for a period of 7 days, 1% of the bid amount will be levied as penalty

ii. For not maintaining cleanliness and creating unhygienic condition in and around DWCC 1% of the bid amount will be levied as penalty

iii. For any other violations observed and notices issued for defaults in more than three instances, the DWCC operator shall be liable for termination and black listing.

iv. In case of termination or black listing of DWCC operator, the performance security will be forfeited.

APPENDIX - I: Details of Bidder

1. (a) Name:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number/mobile number:

   (f) E-Mail Address:

   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

SCHEDULE A: List of Dry Waste Collection Centers

Sl. No	City Corporation	Ward No and Name (Old 198 ward)	Address	Approx. Area in Sq.ft.	EMD AMOUNT IN RS	MINIMUM BID AMOUNT IN RS
1	**West**	35 -Aramane Nagara	56/3, 3rd Main Rd, RMV 2nd Stage, Ashwath Nagar, Armane Nagar, Bengaluru, Karnataka	3000	**1,00,000**	**1,00,000**
2	**NORTH**	11-Kuvempungara	Singapura Paradise SMIR Vinay Estella Appartment Back Side	2400	**75,000**	**75,000**
3	**North**	17-J P park	Near J P park attached to STP Mattikere.	2583.1	**25,000**	**25,000**
4	**South**	188-BILEKAHALLI	RTO Office Road DC Halli Main Road Main Road Bommanahalli	1600	**50,000**	**50,000**
5	**west**	71-Hegganahalli	5th Cross, Andrahalli Main Road, Maruthi Nagar,Hegganahalli-560091	1200	**25,000**	**25,000**
6	**West**	76 -	Harischandra	1200	**25,000**	**25,000**

		Gayathrinagara	Ghat, Mahakavi Kuvempu Rd, Gayatrinagar, Rajajinagar, Bengaluru, Karnataka560021			
7	**CENTRAL**	140-Chamrajapete	NEAR HINDU RUDRABUMI	1000	**25,000**	**25,000**
8	**North**	78-Pulkeshinagar	near ulsoor lake pulkeshinagar 560005	450	**25,000**	**25,000**
9	**West**	75 -Shankar Matt	PIPE LINE ROAD KURABARA HALLI BASAWESHWARA NAGAR Bengalore-79	800	**25,000**	**25,000**
10	**North**	37-Yeswanthapura	Near J P park attached to STP Mattikere.	2583.1	**75,000**	**75,000**
11	**CENTRAL**	114-Agaram	Yerappa Garden, Austin Town, Bengaluru,	900	**25,000**	**25,000**
12	**CENTRAL**	89-Jogupalya	G Main St, Doddaiah Layout, Jogupalya, Bengaluru, Karnataka 560008	900	**25,000**	**25,000**
13	**WEST**	167 -Yediyur	Inside yadiyur park, 22nd Cross Rd, Sakamma Garden, Jayanagar, Bengaluru, Karnataka	607.95	**25,000**	**25,000**

			560070			
14	**CENTRAL**	120 - Cottonpet	Tank Bund Rd, Nagamma Nagar, Cottonpete, Bengaluru, Karnataka 560053	3600	**1,00,000**	**1,00,000**

Note: The Tenders of Operation & Maintenance of DWCCs will be opened in the sequential order as per the table indicated above.

SCHEDULE I

Requirements for O&M of the Dry Waste Collection Centre

- The DWCC will be handed over to the DWCC Operator in “as is, where is” condition
- No activities other than sorting, grading, storing of Dry Waste is allowed in the DWCC premises
- Rate card shall be on display and is updated on a daily basis
- Internal signage system and labelling to be done as per BSWML’s format

- Due care shall be taken in establishing and maintaining storage facilities in such manner as they do not create overloading, unhygienic and unsanitary conditions around it and ensure fire safety is installed in the centers.
- Recording and daily provision of digital records to BSWML as per format:

    - Financial records of running the DWCC
    - Quantity and streams of incoming and outgoing waste

- Timely payments to helpers and other workers
- Safety/Security of the Center and the material therein is ensured at all times.
- Attendance of the people working in the center
- Maintaining Hygiene and cleanliness

    - Center is cleaned on a daily basis including toilets, office space, outdoor areas, etc. and is deep cleaned thoroughly once a week
    - Cleaning of an overhead water tank and sump (if available)

- Following safety protocols

    - Availability of first aid
    - Conformance of fire safety protocols
    - Use of PPE by all employees

- Quality of working environment and worker efficiency

    - Maintenance of ergonomic sorting methods to increase efficiency
    - Optimal space maintenance and utilization

- Specify working hours
- Proper handling and maintenance of equipment in a semi mechanized DWCC and creating a direct service contract with the technology vendor

- Site & building cleanliness and upkeep (repair in case of any damage on site/building, electrical work)
- A regular supply of water, electricity, power backup (in case of DWCC with semi automation) along with the monthly bills payment is the responsibility of the DWCC Operator.
- Keep Machineries installed by BSWML/DWCC Operator in good working condition and bear all maintenance and running costs.
- The LVP/other segregated dry waste which is not of use to the DWCC Operator shall be handed over to BSWML vehicles for transporting to Waste to Energy plant or designated locations.
- The DWCC Operator at his own cost may

    - Install Machineries & equipment required for sorting, grading, storing and disposal of Dry Waste in DWCC premises on prior approval of BSWML.
    - Provide gate, ramp access, leveling of the site, landscaping drainage and enhance the storage capacity of the centers wherever feasible.
    - Installation of E-toilets with sewage connection, electrical wiring, lighting, sump and overhead tank
    - Any repairs that are required on a priority basis

- The machineries & equipments installed by the DWCC Operator may be taken back by the DWCC Operator after successful completion of the contract period, without damaging the existing infrastructure of DWCC.
- The DWCC is the sole property of GBA and BSWML is not by any means transferring rights of property to the DWCC Operator.
- The DWCC shall be handed over to BSWML by the DWCC Operator in the original/good condition after completion of contract period.
- The SWM Rules, 2016 and BBMP SWM Byelaws, 2020 shall be complied with by the DWCC Operator.
- To follow and adhere to the guidelines issued by KSPCB/CPCB or any other statutory departments/Courts.
- The DWCC Operator shall complied with labour laws including but not limited to the following

    - **Contract Labour (Regulation & Abolition) Act 1970**
    - **Workmen Compensation Act 1923**
    - **Payment of Gratuity Act 1972**
    - **Minimum Wages Act 1948**
    - **Payment of Wages Act 1936**
    - **Equal Remuneration Act 1979**
    - **Child Labour (Prohibition & Regulation) Act 1986**

- **The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979**

SCHEDULE II

Requirements for sorting, grading, storing and disposal of all dry waste

SORTING, GRADING, STORING

- All dry waste should be sorted into a minimum of five categories of - (1) recyclables, (2) non recyclables, (3) bulky waste, (4) domestic hazardous and (5) E-waste categories
- Facility layout provides for adequate clear space to receive the daily incoming material
- Daily material shall be stored in bags or bays or containers suitable for the purpose
- Wherever possible baling either through manual or mechanical means should be used to improve the space utilization of the centre through proper storing

DISPOSAL

- Shall ensure continuous outward movement of graded sorted and stored material to keep the DWCC in readiness to be ready to receive all dry waste

- Any Saleable dry waste (other than E-waste) may be sold in the open market / wholesale dealers/ processing units /factories /EPR companies as the case may be
- Any non saleable dry waste comprising of Non recyclable and bulky waste shall be sent to the Aggregation units set up for the purpose , at least on a weekly basis
- Domestic hazardous waste shall be handed over to the BSWML vehicles designated specifically for the purpose, or in the frequency and manner prescribed by the BSWML from time to time
- E-waste shall be handed over to the Authorized disposers only, in the frequency and the manner prescribed by the BSWML from time to time
- In case of any wet waste that comes along with the dry waste, needs to be handed over to the wet waste collection vehicle

SCHEDULE III

Categories of Dry Waste and other waste

The *illustrative list of Dry waste** that is to be Segregated by the DWCC Operator, comprises of recyclable and non-recyclable dry waste, bulky waste, Domestic hazardous and E-waste items. The same are listed below:

A. RECYCLABLE AND NON RECYCLABLE DRY WASTE ITEMS

- Newspapers
- Papers, books and magazines
- Shredded paper bills, envelopes, pamphlets
- Glass
- Metal objects and wire
- Plastic items, sachets, pouches
- Aluminum cans
- Rexine
- Rubber
- Wood/furniture
- Packaging
- Fabrics/Clothes
- Styrofoam

- Thermo Cole

B. BULKY WASTE ITEMS

- Furniture and furnishings such as wardrobes, tables, chairs, shoe racks, computer tables, beds, cotes, chairs, dining tables, sofas, mattresses etc
- Kitchen utensils
- Musical instruments that do not form part of E-waste
- Ceramic items like sanitary fittings like bathtubs, wash basins and commodes

C. DOMESTIC WASTE ITEMS

- Aerosol cans
- Batteries
- Bleach and household kitchen and drain cleaning agent
- Car batteries, oil filters and car care products and consumables
- Oils, chemicals and solvents and their empty containers
- Cosmetic items, chemical based insecticides and their empty containers
- Paints, oils, lubricants, glues, thinners and their empty containers
- Pesticides and herbicides and their empty containers
- Photographic chemicals
- Soft foam packaging from new equipment
- Thermometer and mercury containing products
- Tube lights, CHF bulbs, discarded solar panel

D. E-WASTE ITEMS

- IT and Telecommunication equipment

- Consumer electrical and electronic products like TVs, Refrigerator, Washing machines, ACs computer monitors, printers, scanners, Keyboards, mouse, cable circuit boards, lamps, clocks, flashlight , calculators, phones, answering machines, digital /video cameras, radios, VCRs, DVD players, MP3 and CD players, pen drives etc.

** The listed items are indicative only and note exhaustive and BSWML shall reserve the right to revise the list.*

SCHEDULE IV

Agreement Form

AGREEMENT

Between

……,

BENGALURU SOLID WASTE MANAGEMENT LIMITED (“FIRST PARTY”),

…… (Name of Operator)
DRY WASTE COLLECTION CENTER OPERATOR (“SECOND PARTY”)
WARD NO……

AND

WARD NO. ….. C&T CONTRACTORS ……, …… AND ……. (“THIRD PARTY”)

For

Operation and Maintenance of Dry Waste Collection Center at

WARD NO. ……

Agreement No: ..... Dated: .....

This Agreement made on this _____day of _____2026 between _____, between Deputy General Manager-1, Bengaluru Solid Waste Management Limited having its office at ---- (here in after referred to as "First Party") on behalf of the Managing Director, Bengaluru Solid Waste Management Limited which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators, successors and assigns; OF THE ONE PART,

_____"**DWCC Operator**" (here in after referred to as "Second Party") having its address at _____ through its authorized representative and operational office at _____ which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns, OF THE SECOND PART

_____"**WARD C&T CONTRACTOR**" (here in after referred to as "Third Party") having its address at _____ through its authorized representative and operational office at _____ which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns, OF THE THIRD PART

AND

THE ASSISTANT GENERAL MANAGER, _____ DIVISION, BSWML (here in after referred to as "Third Party") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns, OF THE THIRD PART

WHEREAS:

1. First Party is managing the activities of collection, transportation, treatment and disposal of municipal solid waste in accordance with Applicable Laws.
2. With an objective to entrust the services set out in **Schedule I** hereof (here in after referred to as **"the Assignment**") for DWCC at_____, First Party invited proposals vide Notification No. _____ dated _____ published in published in leading newspapers.
3. In response thereof, several proposals were received by First Party and were evaluated. After evaluation, the proposal submitted by the Agency was accepted and a Letter of acceptance No _____ dated _____ issued by First Party to the Service Provider.

4. In pursuance to the above, First Party hereby grants and authorizes the Second Party to provide the services in accordance with the terms, conditions and covenants set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants of the Parties, the sufficiency whereof is hereby acknowledged and other good and valuable consideration, the Parties agree as follows:

1. Definitions and Interpretation

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning here in after respectively ascribed to them hereunder:

“Agreement (AGREEMENT)” means this AGREEMENT and includes amendments hereto made in accordance with the provisions hereof.

“Agreement Date” means the date of this Agreement.

“Applicable Law” means all laws including Municipal Solid Waste (Management & Handling) Rules 2016, BBMP SWM Byelaws 2020, Minimum Wages Act 1948, Workmen’s Compensation Act 1923, Contract Labour (Regulation & Abolition) Act 1970, Workmen Compensation Act 1923, Payment of Gratuity Act 1972, Minimum Wages Act 1948, Payment of Wages Act 1936, Equal Remuneration Act 1979, Child Labour (Prohibition & Regulation) Act 1986, The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and such other laws, in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Assignment/ Service Provider.

“Assignment” means the services provided by the DWCC Operator to facilitate the Operation and Maintenance of DWCC with the scope of services set out in the **RFP Document**.

“First Party” means Deputy General Manager -1, Bengaluru Solid Waste Management Limited

“Second Party” means Dry Waste Collection Centre (DWCC) operator who is successful bidder.

“Third Party” means the Assistant General Manager of the concerned division.

“Commencement of Service Date” or “CoSD” means the date on which the Letter of Commencement is issued by BSWML to the Service Provider.

“Dry Waste Collection Centre (DWCC)” shall mean the facility provided within the division / ward area for collection of Dry Waste and drop-off of Domestic Hazardous Waste.

“Force Majeure” or **“Force Majeure Event”** means an act, event, condition or occurrence as specified**.**

“Letter of Commencement” means the letter issued by BSWML as set out in allowing the DWCC Operator to commence activities under this Agreement.

“Manpower” means the staff deployed by the DWCC Operator—as specified in RFP (two per division)

“Material Adverse Effect” means a material adverse effect on (a) the ability of the DWCC Operator to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Parties” means the parties to this Agreement and “Party” means either of them, as the context may admit or require.

“Performance Security” means the Security Deposit submitted by the DWCC Operator in accordance or performance of its obligations under this Agreement.

“Termination” means early termination of this Agreement pursuant to Termination Notice in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, includes expiry of this Agreement due to efflux of time in the normal course.

“Termination Date” means the date specified in the Termination Notice as the date on which Termination occurs which shall be at least 15 days from the date of issue of Final Termination Notice.

“Termination Notice” means the notice of Termination by either Party to the other Party, in accordance with the provisions of this Agreement.

1.2. **Interpretation**

In this Agreement, unless the context otherwise requires,

a) any reference to a statutory provision shall include such provision as modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or

is capable of being applied to any transactions entered hereunder.

b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law.

c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

e) the words "include" and "including are to be construed without limitation;

f) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

g) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;

h) any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

i) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of this Agreement;

j) any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

k) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates.

2. Agreement Period

First Party hereby entrusts the Second Party with the task of carrying out the activities set out in Schedule I for a period of 5 (Five) years from the Agreement Date (the **“Agreement Period”**). Provided that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Agreement Date and ending with the Termination Date.

3. OBLIGATIONS & RESPONSIBILITIES OF FIRST PARTY

- To conduct regular audits of DWCCs to assess compliance
- The BSWML reserves the right to inspect and supervise the functioning of the DWCC and ensure that the operations are consistent with and in accordance with the terms of this Agreement.
- The BSWML reserves the right to cancel the contract at any period of time during the 5 years tenure due to any reason.

4. OBLIGATIONS AND DUTIES OF SECOND PARTY

- Shall carry out all such activities as part of the operations and maintenance of the DWCC as specified in Schedule I
- Shall carry out the sorting, grading, storing and disposal of recyclable and non-recyclable dry waste in the manner as specified in Schedule II & Schedule III
- Shall ensure that the existing capacity of the allocated DWCC is maximized by operating it in two shifts and/or managing excess capacity within the DWCCs in the division

- Shall be responsible for engaging workers at the DWCC. The workers hired as helpers, sorters or storage work shall necessarily be waste pickers with BSWML occupational ID.
- Shall display the rate card on a daily basis to buy the recyclable materials from citizens, waste pickers, domestic workers and others who bring the recyclables to DWCC
- Shall ensure that the DWCC is used for set purposes only. If the **DWCC Operator** is involved in revoking of laws, the Memorandum of Agreement will be dissolved and the involved party shall be blacklisted
- Shall attend all training and workshops organized by the GBA/BSWML
- Shall allow for storage of sanitary waste in the appropriate sanitary bins kept which is dropped off at the DWCC till it is collected by the authorized disposer the same day. The storage containers will be provided by the BSWML.
- Shall adhere to the safety measures standards, and statutory regulations prescribed in the Schedule I for operations and maintenance and shall be solely responsible for the safety and health of the workers and any claim arising out of the breach.
- The DWCC Operator shall ensure that all the workers will get the wages not less than the Minimum wages prescribed by the Karnataka labor department.
- The DWCC Operator shall take all necessary fire prevention measures in advance at his own cost. Adequate firefighting equipment and safety arrangements must be provided and maintained properly.
- The DWCC Operator shall be fully responsible for any loss of life, injury, or damage to property and valuables due to fire during the contract period.

- All losses, damages, and liabilities arising out of fire incidents shall be borne entirely by the Contractor and any negligence or failure in taking preventive measures shall be treated as a breach of contract.

5. OBLIGATIONS & RESPONSIBILITIES OF THIRD PARTY

- Shall ensure that dry waste collected is transported to the DWCC by the C&T contractor of concerned ward.

6. PENALTIES

The following shall be the instances where penalties will be levied on the SECOND PARTY

1. For improper sorting, grading or storing of dry waste continuously for a period of 7 days, 1% of the bid amount will be levied as penalty

2. For not maintaining cleanliness and creating unhygienic condition in and around DWCC 1% of the bid amount will be levied as penalty
3. For any other violations observed and notices issued for defaults in more than three instances, the DWCC operator shall be liable for termination and black listing.
4. In case of termination or black listing of DWCC operator, the performance security will be forfeited.

7. Performance Security

As per tender conditions the DWCC Operator has submitted the performance security by means of transfer of Rs.--------- to account no. ---------- (Canara Bank) of Managing Director, BSWML on ----------vide transaction ID ---------- which shall remain in fixed deposit till completion of contract period of 5 years. The performance security amount only without interest will be returned to the DWCC Operator after successful operation of DWCC for a period of 5 years as per terms and conditions of this agreement.

Inspections

BSWML/GBA/City Corporation’s Representative of First party shall have the right to inspect the activities carried out by the second party at any time, and check adherence to the provisions of this Agreement. The second party shall accompany department’s Representative(s), as and when called upon, during the visits.

8. Payment

8.1 Subject to the provisions of this Agreement and in consideration of the second party undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, there will be no transaction of money to second party from first party.

9. Force Majeure Event

9.1 Any of the following events resulting Material Adverse Effect shall constitute Force Majeure Event:

a) earthquake, flood, inundation, landslide.
b) fire caused by reasons not attributable to the second party or any of the employees of the Service Provider.
c) acts of terrorism, war, invasion, rebellion, riots, military action or civil war.

d) any other event which the Parties mutually decide an unforeseen circumstance making it impossible for the second party to perform under this Agreement.

9.2 If the Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.

10. Events of Default and Termination

10.1 Event of Default means either second party Event of Default or BSWML Event of Default or both as the context may admit or require.

10.2 **Second party Event of Default**

Any of the following events shall constitute an event of default by the DWCC Operator ("**Second party Event of Default**") unless caused by BSWML Event of Default or Force Majeure Event:

a) The Performance Security has been enhanced and appropriated and the Second party fails to replenish or provide fresh Performance Security;
b) The Second party has failed to carry out the activities in accordance with the Implementation Plan;
c) The Second party is using BSWML/GBA Assets for purposes other than as specified in this Agreement;
d) The Second party has failed to perform any of its obligations under this Agreement; and the same has not been remedied by the Second party for more than 30 (Thirty) days or such other period that may be allowed by first party;
e) The Second party has sub-contracted part or whole of its obligations under this Agreement;
f) The Second party has violated any of the labour laws and is penalized by the concerned authority for non-compliance to such laws;
g) The Second party has repudiated or abandoned the Assignment;
h) Any representation made or any warranty provided by the Second party under this Agreement or the proposal is found false or misleading;
i) A resolution is passed by the Trustees, directors or members of the Second party for voluntary winding up of the Service Provider;
j) Any petition for winding up of the Second party is admitted by a court of competent jurisdiction or the Second party is ordered to be wound up by the court; Or any other authority
k) The Second party commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on first party;

l) The Second party is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Second party or for the whole or material part of its assets that has a material bearing on the Assignment.

10.3 **BSWML Event of Default**

Any of the following events shall constitute an event of default by BSWML unless caused by a Second party Event of Default or a Force Majeure Event:

a) First Party or Third party has repudiated this Agreement;

b) First Party or Third party commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Service Provider.

10.4 **Termination due to Event of Default**

a) Termination for Second Party Event of Default

Without prejudice to any other right or remedy which BSWML may have in respect thereof under this Agreement, upon occurrence of DWCC Operator Event of Default, BSWML may terminate this Agreement by issuing a Preliminary Termination Notice setting out the underlying Event of Default and a cure period of 7 days. In case the default is not cured within the said period, BSWML shall issue a Final Termination Notice specifying the Termination Date, which shall be not more than 15 days from the date of issue of Final Termination Notice. The DWCC Operator shall continue to perform its obligations under the Agreement till Termination Date.

b) Termination for BSWML Event of Default

Without prejudice to any other right or remedy which the DWCC Operator may have in respect thereof under this Agreement, upon the occurrence of a BSWML Event of Default, the DWCC Operator may terminate this Agreement by issuing a Preliminary Termination Notice setting out the underlying Event of Default and a cure period of 30 days. In case the default is not cured within the said period, the DWCC Operator shall issue a Final Termination Notice specifying the Termination Date, which shall not be less than 60 days from the date of issue of Final Termination Notice. The DWCC Operator shall continue to perform its obligations under the Agreement till Termination Date.

10.5 **Rights of BSWML on Termination**

Notwithstanding anything contained in this Agreement, BSWML shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the DWCC Operator in connection with the Assignment, and the BSWML shall be free from any such obligation.

10.6 **Accrued Rights of Parties**

Notwithstanding anything contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party. The rights and obligations of either Party under this Agreement, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

11. Dispute Resolution

11.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.

11.2 Any dispute, which is not amicably resolved by the Parties, shall be referred to the Managing Director, BSWML for resolution, who after due examination of records and submissions made by both parties, shall pass an order in this regard, whose decision shall be final and binding on both the Parties. Pending submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with the decision of the Managing Director, BSWML.

12.Miscellaneous

12.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India.

12.2 **Survival**

Termination of this Agreement

a) shall not relieve the DWCC Operator or BSWML of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

12.3 **Amendments**

This Agreement, RFP and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

12.4 **Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to First Party:

[Insert name and address]
Phone No.
Fax No.

If to the Second Party:

[Insert name and address]
Phone No.
Fax No.

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

a) In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
b) In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

12.5 **Severability**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

12.6 **No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

12.7 **Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in Kannada and/or English language.

12.8 **Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the Parties and any representation by any Party not contained in a binding legal Agreement executed by the Parties.

12.9 **Counterparts**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of First Party (BSWML) by: Deputy General Manager-1, BSWML	In the presence of:
For and on behalf of Second Party (DWCC Operator) by:	In the presence of:

For and on behalf of Third Party by: Assistant General Manager _____ Division, BSWML	In the presence of :